

December 22, 2008

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Kent Abercrombie,
Chief Executive Officer
SUPERIOR AIR PARTS, INC.
621 South Royal Lane, Suite 100
Coppell, Texas 75019-3805

RE: Terms of Engagement for Superior Air Parts, Inc.

PROFESSIONAL SERVICES AGREEMENT

Dear Kent:

Thank you for giving Strasburger & Price, LLP (the "Firm") the opportunity to represent Superior Air Parts, Inc. This letter outlines some of the specific terms of our engagement. If you have any questions about these matters, please call me.

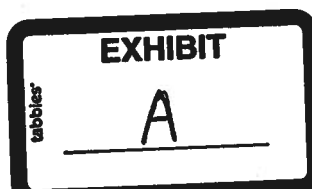
Client

Our clients will be Superior Air Parts, Inc. ("Superior"). All communications (including statements for services) will be addressed to Kent Abercrombie, Chief Executive Officer, Superior Air Parts, Inc., 621 South Royal Lane, Suite 100, Coppell, Texas 75019-380. Our representation in this matter is limited to Superior, and the term Superior does not include, and we do not represent in this matter, the individual directors, officers, shareholders, affiliates, parent, subsidiaries, members, partners, or beneficiaries of Superior. Should Superior determine to seek representation for any affiliate/subsidiary, a separate engagement letter will be executed.

Scope of Engagement

We agree to provide services to Superior as a debtor-in-possession and in connection with its Chapter 11 case. Our representation in this matter is limited to Chapter 11 representation. If the case is converted to Chapter 7, you will need to employ other counsel to represent the company.

Our engagement will be limited to providing legal services and will not include accounting, engineering, financial, management, or other non-legal services.



Conflicts of Interest

You have identified the parties that are adverse to Superior. We have checked our conflict of interest records and have found no indication of any current or prior representation that would be a conflict. If during the course of our representation you become aware of any other person or entity with interests adverse to Superior in connection with this matter, please promptly advise us so that we can check our records for any conflict.

Additionally, we represent many other companies and individuals. It is possible that during the time that we are representing Superior, some of our present or future clients will have disputes or transactions with Superior. For example, although we are representing Superior on bankruptcy matters, we may represent in other matters, one or more lenders who have made loans to Superior. This letter constitutes the agreement of Superior that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Superior even if the interests of such clients in those other matters are directly adverse to Superior. We understand, however, that Superior has not agreed that we may use confidential information of Superior that we have learned during the course of our representation to the disadvantage of Superior nor that Superior has agreed we may represent another party adverse to Superior when there is a reasonable basis for Superior to believe its confidential information could be used to Superior's disadvantage.

Personnel

The bankruptcy attorneys who will have the primary responsibility for Superior's representation will be Stephen Roberts, Bob Franke and Duane Brescia. Other lawyers in our firm (including other bankruptcy lawyers or lawyers who work in different areas) and legal assistants may be involved when we believe it would be beneficial and cost-effective to Superior.

Fee Arrangements

The Firm's fees are based on a number of factors. Generally, our objective of charging a reasonable fee is achieved through maintaining accurate records as to the time spent by each attorney and legal assistant and then billing for that time in accordance with a range of hourly rates we establish based upon the individual attorney's and legal assistant's experience and level of expertise. However, fees derived from these calculations may be modified when we consider other factors involved. For example, we consider the novelty and difficulty of the issues involved, the skill required to perform the legal services properly, time constraints which may necessitate extraordinary effort, the amount involved and the results obtained through our services, the likelihood that such employment will preclude other employment, the fee customarily charged in Dallas, Texas by others for similar services, and the nature and length of our relationship with Superior.

My current hourly rate for this matter will be \$485/hour. Bob Franke's current hourly rate will be \$475/hour and Duane Brescia's current hourly rate will be \$415/hour. The rates of other attorneys in the Firm range from \$200 to \$615 per hour and legal assistant rates are \$75-\$180 per hour. The Firm's rates are reviewed periodically and may be subject to adjustments, for which due notice shall be provided on our invoices.

Billing Practices and Payment

We will provide you fee statements on a monthly basis for your information. We will also file fee applications with the bankruptcy court and payment of the invoices will be due when and to the extent the court approves our fees. Our statements reflect charges for items such as long distance telephone charges, facsimile and telex charges, photocopying expenses, messenger and special delivery services, computerized legal and other research systems, messenger and special delivery services, travel expenses, and filing and recording fees and may include charges for extraordinary items which may be generated by the particular demands of the project involved.

Extraordinary Expenses

If experts or consultants are retained or if other support services are required, e.g., mediators, arbitrators, court reporters, investigators, etc., these individuals or firms will be retained, upon based upon consent evidenced by Superior's signature below. Superior will be directly responsible for paying the fees of these individuals or firms, and such payments should be made within thirty (30) days of receipt of their invoices or in compliance with any court order approving their employment. We will advise these individuals or firms that they are being retained by and for the benefit of Superior and that Superior is responsible for payment of their fees. If the persons retained are "professional persons", their retention is subject to bankruptcy court approval and we will use our best efforts to obtain such approval.

If Superior has a question about our billing procedures or statements, please ask us. We prefer that questions be raised as soon as possible so that we can address the concerns and be certain Superior fully understands our procedures and our statements and is satisfied with them.

Results

Any views we express about a likely outcome are only expressions of our judgment, for we do not make representations or guarantees to Superior as to the probability of ultimate success or any particular result.

Records

Superior should retain all originals and copies of documents Superior desires for future reference, and at the conclusion of a matter Superior should advise us of which, if any, documents Superior wishes we return. We retain most of our file for a certain period of time, but ultimately our file will be destroyed in accordance with our record retention schedule then applicable. We do not contact our clients prior to such destruction.

Retainer

We have received an initial retainer of \$70,000, from which we will have deducted pre-petition fees and expenses for workout advice and bankruptcy planning prior to the filing. Any balance remaining just prior to filing the Chapter 11 case will become our post-petition bankruptcy retainer. This is not an estimate of our fees and expenses in this matter. The retainer will be deposited in our trust account, and we will draw against this retainer (subject to court approval) to satisfy our statements, copies of which will be sent to you for your information. If, in our sole judgment, the retainer appears to be insufficient, a request for additional retainers may be made.

Termination

It is the duty of the debtor-in-possession to pay the administrative costs of the Chapter 11 timely. If and when it appears that you are unable to do so or if you do not pay us the retainers agreed upon in the immediately preceding paragraph, we shall have the option to withdraw from the case subject to our duties under the Texas Disciplinary Rules and you agree not to oppose our withdrawal under such circumstances.

Superior may terminate our employment at any time by notifying us. We may withdraw from our representation of Superior by notifying Superior in writing and obtaining court approval. In either case, our withdrawal will be accomplished subject to applicable ethical requirements, if necessary. Upon termination of our representation, Superior will be obligated to pay us for all services rendered and expenses incurred through the date of termination to the extent approved by the court.

Security Interest

You have agreed and you do hereby grant us a security interest in the funds we have placed or will place in our trust account to secure the payment of our fees and expenses in this representation.

Electronic Mail

In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use electronic mail as well as other means to communicate with you.

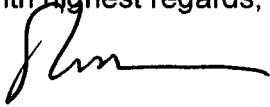
Texas Lawyer's Creed

On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is enclosed. We intend to abide by the Creed.

If Superior agrees with the foregoing, please sign and return the enclosed copy of this letter. We will file the necessary applications with the Bankruptcy Court for approval of our employment

Again, we appreciate your employing Strasburger & Price to represent Superior in this particular matter, and we look forward to working with you and establishing a mutually beneficial relationship.


With highest regards,



Stephen A. Roberts
On behalf of the Firm

Enclosure

**SUPERIOR AIR PARTS, INC.
AGREES TO RETAIN STRASBURGER & PRICE, LLP ON THE FOREGOING
TERMS.**

BY: 
Kent Abercrombie, Chief Executive Officer

Dated: 12-22-2008